

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

IN RE:)
) CHAPTER 11
TERI G. GALARDI,) Case No: 22-50035-JPS
)
Debtor.)
_____)

OBJECTION TO CONFIRMATION

COMES NOW AgSouth Farm Credit, ACA, creditor in the above referenced bankruptcy, and as its Objection to Confirmation of the Joint Chapter 11 Plan of Reorganization of Debtor Teri G. Galardi and The Official Committee of Unsecured Creditors [Doc. 299] and Joint Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Teri G. Galardi and The Official Committee of Unsecured Creditors [Doc. 300], shows this Court as follows:

1.

That on January 12, 2022, the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code.

2.

The Debtor is indebted to Movant in the amount of \$215,573.86 as of February 21, 2023, with a daily accrual of interest of \$38.5527330 on a Fixed Rate Note.

3.

Movant holds a Deed to Secure Debt and on three tracts of land located in Butts county identified as Tract One: 201 Fawn Road consisting of 128.758 acres; Tract Two:

51.97 acres identified as Land Lot 64; and Tract Three: Land Lot 65, Tract B consisting of 13.015 acres.

4.

Debtor and the Committee of Unsecured Creditors' proposed Chapter 11 Plan states that Debtor will make her payments to Movant directly and outside of the Chapter 11 Plan, which Debtor has been doing.

5.

Debtor and the Committee of Unsecured Creditors' proposed Chapter 11 Plan further states that Class 2 Claim of Movant will be paid with the existing loan terms through equal monthly installments of \$6,504.84. The proposed Chapter 11 Plan further states that "in the event of default under Class 2, the holder of the Class 2 Claim must send written notice ("Default Notice") to Reorganized Debtor. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default, as well as notice that Reorganized Debtor has fifteen (15) days from receipt by Debtor and Debtor's counsel of the Default Notice..." The Movant's existing loan terms with Debtor does not require the fifteen (15) days default provision.

6.

Debtor and the Committee of Unsecured Creditors' proposed Chapter 11 Plan further states that "Subject to the AgSouth's right to credit bid, if Reorganized Debtor sells any of AgSouth's Collateral after the Effective Date, Ag South shall, in exchange for payment of the lesser of: (i) 100% of the net sale proceeds of such Collateral, or (ii)

the amount of its Class 2 Secured Claim attributable to the Collateral, release its lien on such Collateral. Movant AgSouth is not certain what Debtor and the Committee of Unsecured Creditors is stating. Movant retains the right to reject any sales that are not fair market value. Movant will cooperate with Debtor regarding any sales, however, Movant retains the right to object to any sale of Movant's collateral that is not sold at fair market value.

7.

Movant objects to the Court's confirmation of the Debtor's Plan as filed in that it fails to confirm with the requirements of Bankruptcy Code §1325 as follows:

a. The Plan was not proposed in good faith and Debtor is modifying the terms of the Note with Movant; and

e. The Plan was not proposed in good faith in that the Debtor is attempting to require Movant to accept sales of Movant's collateral without the right to approved said sale and also without the requirement that the sale will be at fair market value.

WHEREFORE, AgSouth Farm Credit ACA respectfully moves the Court to deny confirmation of the Debtor and the Committee of Unsecured Creditors' proposed Chapter 11 Plan and that the Debtor's Chapter 11 Bankruptcy be converted to a Chapter 7 Bankruptcy or dismissed.

This 21st day of February, 2023.

FORTSON, BENTLEY & GRIFFIN, P.A.

2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
(706) 548-1151
rem@fbglaw.com

By: /s/ Roy E. Manoll, III
Roy E. Manoll, III
Attorney for AgSouth Farm Credit ACA
State Bar No: 469710

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the Objection to Confirmation of the Joint Chapter 11 Plan of Reorganization of Teri G. Galardi and the Official Committee of Unsecured Creditors and Joint Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Teri G. Galardi and the Official Committee of Unsecured Creditors on the individuals listed below by CM/ECF and by placing a copy of same in the U.S. Mail in an envelope with adequate postage thereon and addressed to:

The following parties were served by electronic notice:

Debtor's Attorney; Mr. Louis G. McBryan at lmcbryan@mcbryanlaw.com
Debtor's Attorney; Mr. Christopher W. Terry at chris@boyerterry.com
Counsel for Committee for Unsecured Creditors; Leon S. Jones at ljones@joneswalden.com
Counsel for Committee for Unsecured Creditors; Mr. Thomas T. McClendon at tmccclendon@joneswalden.com
Robert G. Fenimore on behalf of the U.S. Trustee at robert.g.fenimore@usdoj.gov; ustp.region21.mc.ect@usdoj.gov
Elizabeth A. Hardy on behalf of the U.S. Trustee at Elizabeth.a.hardy@usdoj.gov; ustp.region21.mc.ecf@usdoj.gov

The following parties were served by standard first-class mail:

Teri G. Galardi
2146 Highway 42 South
Flovilla, Georgia 30216

This 21st day of February, 2023.

/s/ Roy E. Manoll, III
Roy E. Manoll, III
Attorney for AgSouth Farm Credit ACA